

**STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON**

RESOLUTION NO. 2017-067

**RESOLUTION AUTHORIZING CONTRACT FOR ENCROACHMENT TO
CONSTRUCT SMALL PIPELINE AT WILLIAMS ROAD RIGHT OF WAY;
AND FOR OTHER PURPOSES**

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with providing public services to residents; and

WHEREAS, the Mayor and City Council are the governing authority of the City of South Fulton; and

WHEREAS, the Mayor and City Council are charged with the protection of health, safety, and welfare of the citizens of the City of South Fulton; and

WHEREAS, the City Council is authorized to enter into contracts with third parties; and

WHEREAS, private parties may create and maintain sewer pipelines within the City, and those sewer pipelines may encroach on the City's right of way; and

WHEREAS, S.G. Property Owner, L.P., seeks to make, install, construct, replace, maintain, repair, operate, inspect, augment, and remove an up to 6-inch sewer line through the Williams Road right of way, and the City does not object to S.G. Property Owner, L.P.'s request to do so;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:

1. The Mayor is authorized to enter into an agreement with S.G. Property Owner, L.P. ("S.G."), to authorize S.G. to make, install, construct, replace, maintain, repair, operate, inspect, augment, and remove an up to 6-inch sewer line along the Williams Road right of Way so long as S.G. shall be responsible for the cost of construction and maintenance of the pipeline as generally set forth in the proposed contract that is attached to this Resolution as "Exhibit 1."
2. The Interim City Attorney shall review and approve the contract before it is executed.

The foregoing Resolution No. **2017-067** adopted on **October 24, 2017** was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **Gilyard**, and being put to a vote, the result was as follows:

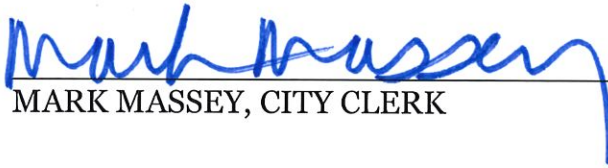
	AYE	NAY
William “Bill” Edwards, Mayor	<div></div>	<div></div>
Catherine Foster Rowell, Mayor Pro Tem	<div>✓</div>	<div></div>
Carmalitha Lizandra Gumbs	<div>✓</div>	<div></div>
Helen Zenobia Willis	<div>✓</div>	<div></div>
Gertrude Naeema Gilyard	<div>✓</div>	<div></div>
Rosie Jackson	<div>✓</div>	<div></div>
khalid kamau	<div>✓</div>	<div></div>
Mark Baker	<div>✓</div>	<div></div>

THIS RESOLUTION adopted this 24TH day of OCTOBER 2017. **CITY OF SOUTH FULTON, GEORGIA**



WILLIAM "BILL" EDWARDS, MAYOR

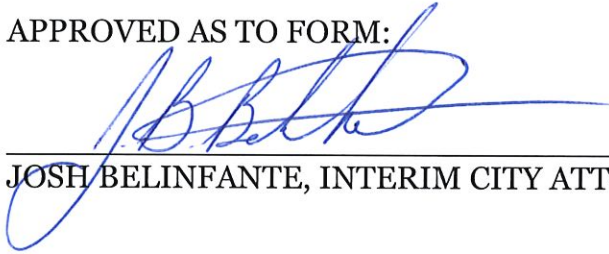
ATTEST:



MARK MASSEY, CITY CLERK



APPROVED AS TO FORM:



JOSH BELINFANTE, INTERIM CITY ATTORNEY

Exhibit 1

After recording, return to:
Larry M. Dingle
Wilson Brock & Irby, LLC
2849 Paces Ferry Rd SE STE 700
Atlanta GA 30339

AGREEMENT AND PERMIT FOR UTILITY FACILITY ENCROACHMENT

**THIS AGREEMENT AND PERMIT FOR UTILITY FACILITY
ENCROACHMENT** ("Agreement") is made this ____ day of _____, 2017 by and between
CITY OF SOUTH FULTON, a body corporate and politic and instrumentality of the State of
Georgia ("City") **TATUM ROAD PROPERTIES I, LLC, and TATUM ROAD
PROPERTIES II, LLC** both a Georgia limited liability company ("Owner"), and **SG
PROPERTY OWNER, L.P.**, a Delaware limited partnership ("Purchaser" and "Permittee").

RECITALS:

The City is a new municipal corporation formed by local legislation and referendum (Georgia Laws 2016, Page 3726). The City boundaries encompass all of what was formerly unincorporated Fulton County on July 1, 2017.

Permittee is an entity affiliated with the Owner of certain real property in the City of Palmetto, Fulton County, Georgia on which is located one or more sewer pump stations. Permittee is under contract to serve facilities located on real property also located in the City of Palmetto, Fulton County, Georgia owned by Tatum Road Properties I, LLC and Tatum Road Properties II, LLC, both Georgia limited liability companies ("Owners"). Permittee has requested permission from the City to install, operate and maintain an up to 6" sewer line in the right of way of Williams Road ("Williams ROW"), in the corporate limits of the City, to connect to a sewer line owned and operated by Fulton County, in order to serve the improvements on Owners' property

The City has not yet established its own procedures for the installation, operation and maintenance of utilities located in the City's public roads. Consequently, Fulton County's ordinance, specifically the "Fulton County Rights-of-Way Utilization and Accommodations Ordinance" codified at Fulton County Code of Laws §62-80, *et seq.* ("Utility Ordinance") controls. Unless provided in this Agreement to the contrary, the provisions of this Agreement shall be construed in accordance with the provisions of the Utility Ordinance. The obligations of Permittee under this Agreement are in addition to and not in lieu of comparable requirements set forth in the Utility Ordinance.

NOW THEREFORE, for and in consideration of Ten Dollars and No/100ths (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Permittee hereby covenant and agree as follows:

1. **Facilities.** The City hereby grants to Permittee a non-exclusive right of encroachment to: make, install, construct, replace, maintain, repair, operate, inspect, augment, and remove an up to 6-inch sewer line, and all required infrastructure to support it ("Facilities") in the Williams ROW beginning at a point 3,213 feet south of Williams Road intersection with McLarin Road and ending at a point in McLarin ROW 95 feet northeast of Williams Road intersection with McLarin Road, a total distance of 3,387 feet in public ROW., in

accordance with the plans and specifications attached hereto as **Exhibit A "Plans"**). The location of the Williams ROW is set forth in a metes and bounds description attached hereto as **Exhibit B**.

2. **No Fee Simple Property Rights.** This Encroachment Agreement is only for the purpose of placing Facilities upon public property pursuant to the terms herein and shall not create or vest any fee simple property rights in Permittee or the Owner.
3. **Other Utilities.** Prior to the commencement of any work under this permit, Permittee shall determine the location of any and all other installations for utilities upon, over, or across the Williams ROW and shall install, operate, and maintain Facilities in such manner as not to damage or interfere with the operation of other, existing facilities.
4. **Indemnity.** Permittee shall indemnify and hold harmless the City, its elected or appointed officials, officers, agents, employees, representatives, successors, and assigns from any and all suits, actions, legal or administrative proceedings, claims, debts, demands, damages, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every kind and character, whether in law or equity, and expenses of every kind, arising out of the use of Facilities by Permittee and the construction, maintenance, or removal of any structures installed by Permittee in the Williams ROW.
5. **Improvements of Roadway.** If the City undertakes to improve the Williams ROW or other City owned property adjacent thereto, it shall be the responsibility of Permittee to cooperate with the City in such endeavor provided, however, the Permittee shall not be obligated to relocate all or part of Facilities, or otherwise incur any costs in connection with this paragraph. Permittee acknowledges that the final extent of the paving where manholes are located shall be established based upon field conditions at each manhole and shall be subject to approval by the city engineer.
6. **Safety, etc.** During initial installation of Facilities or during any future repair or maintenance, or relocation thereof, Permittee shall at all times maintain flagmen, signs, lights, and other safety devices as may be necessary to properly protect traffic upon the roadway and to warn and safeguard the public against injury or damage.
7. **Surveying.** It is Permittee's responsibility to verify the limits of the Williams ROW and perform land surveying if necessary for location of Facilities authorized hereby.
8. **Abutting landowners.** No inherent or retained right or privilege of any abutting property owner is affected by this Permit nor is the City responsible for any claim which may develop between Permittee and any property owner concerning the use of the Williams ROW. Permittee is responsible for maintaining reasonable access to private driveways during installation of Facilities and for restoration of any driveways to such Owners' satisfaction. Permittee is required to replace any disturbed area with "in kind" materials through the entire area unless a satisfactory replacement is approved by the City and abutting property owner.
9. **Implied approval.** Approval of this Agreement does not constitute any warranty of fitness of design or construction details for Facilities. Permittee is responsible for compliance with all applicable governmental codes and regulations.

10. **Notice.** Permittee shall give the City 24 hours' notice prior to beginning any work permitted hereby and shall give notice promptly upon completion.
11. **Construction of Agreement.** This Agreement is transferable, with or without the consent of the City, to any party who is an affiliate, subsidiary, or parent of Permittee or to any person or entity which holds title to any of the real property benefitting from Facilities. Should Permittee transfer, sell, or otherwise dispose of the property serviced by the Facilities, the obligation to maintain the Facilities in the Williams ROW shall be assumed by the successor, purchaser, or any other person that owns and/or maintains the property connected to the Facilities.
12. **Termination.** This Agreement shall remain in effect from the date hereof and for so long as Facilities described in paragraph 1 remain in the Williams ROW.
13. **Miscellaneous.** This Agreement shall bind and benefit the parties and their respective successors and assigns. This Agreement shall be governed by and construed under the laws of the State of Georgia. The Permittee may assign this Agreement to any parent, affiliate, or subsidiary of Permittee, to any partnership or joint venture in which Owner participates or has an interest, to any person who takes title to the real property owned by Owner, to any lender or mortgagee of said real property, or to any entity in which Owner or any of Owner's successors in interest have an ownership interest.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Signed and sealed in the presence of:

Unofficial Witness

Notary Public (SEAL)

RECOMMENDED:
(DEPARTMENT OF PUBLIC WORKS)

Name: J. Bennett White

Title: City Engineer

CITY OF SOUTH FULTON, a
municipality organized under the laws of the
State of Georgia

By: William Edwards

Name: William Edwards

Title: MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

[Signatures continue on following page]

Signed and sealed in the presence of:

Alyssa M. Delgado

Unofficial Witness

KAREN GREEN
NOTARY PUBLIC OF CONNECTICUT

I.D. # 174549

Notary Public (SEAL)

My Commission Expires July 31, 2022

Robert Stewart

Unofficial witness



Patsy Hightower

Notary Public (Seal)

Notary Public, Coweta County, Georgia

My Commission Expires August 22, 2021

Robert Stewart

Unofficial witness

Patsy Hightower

Notary Public (Seal)

Notary Public, Coweta County, Georgia

My Commission Expires August 22, 2021

97444.1 (7/1733-000001)



PERMITTEE S G Property owner
a Delaware Limited Partnership

By: [Signature]

Name: Garret Overlock

Title: Vice President

OWNER Tatum Rd. Properties I
a Georgia limited liability company

By: [Signature]

Name: Mark A. Shugart

Title: manager

OWNER Tatum Rd. Properties II
a Georgia limited liability company

By: [Signature]

Name: Mark A. Shugart

Title: manager

EXHIBT "A" (The Plans)

[SEE ATTACHED]

GRAPHIC SCALE

1 IN (25.4 mm)
1/2 IN (12.7 mm)

GEORCIA 811
800-848-8111
www.georgia811.com
Call before you dig

Call 811
anytime, anywhere, any day
to find out what's below
your feet. Call 811
before you dig.

FULTON COUNTY SEWER NOTICE

[illegible]

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GRAPHIC SCALE

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Call 811
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damaging
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utilities
and property

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7111 DISTRICT
LAND LOT 125 & 132
SHUGART AREA 3A
TABERN TATUM ROAD

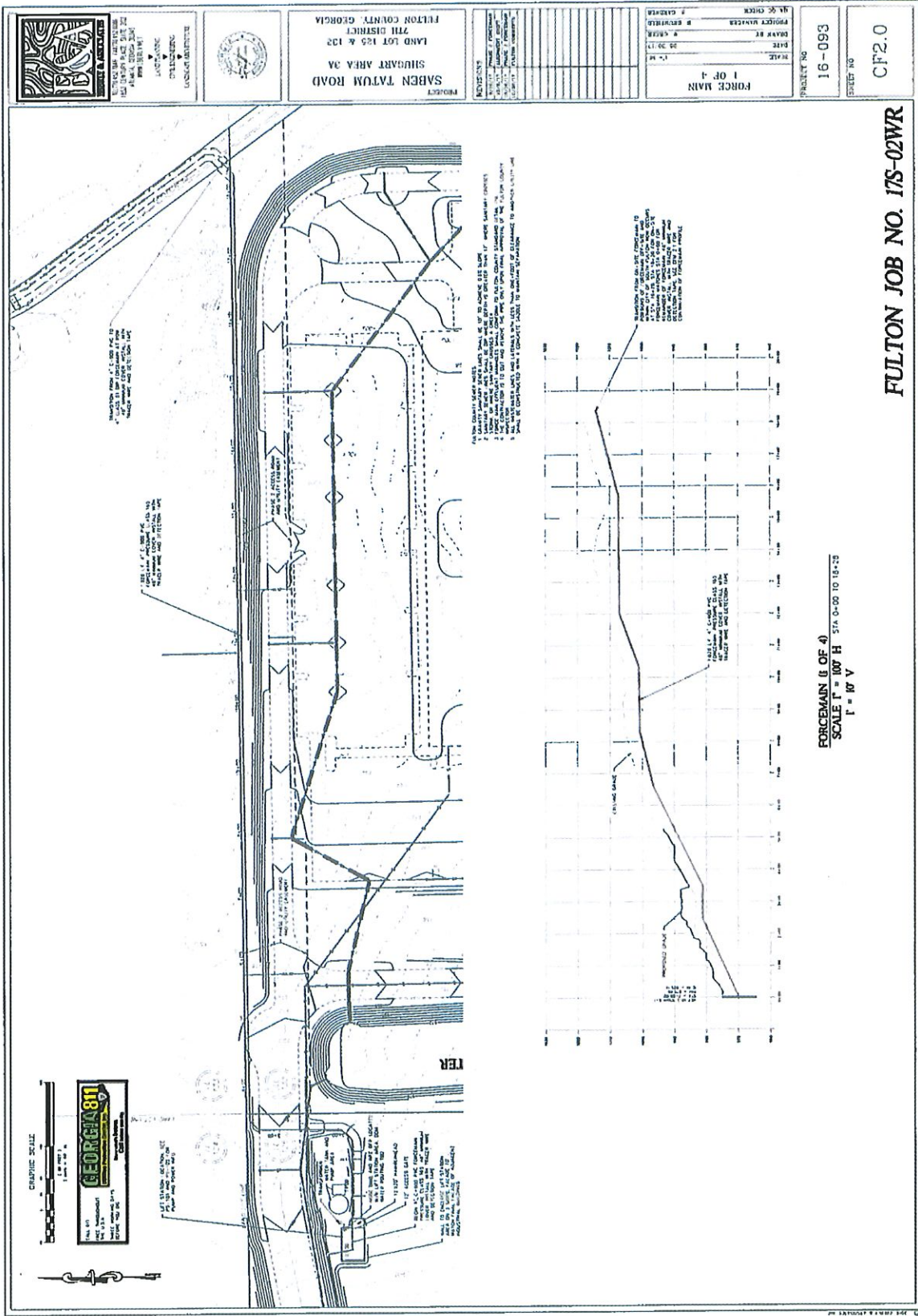
REVISIONS	NO.	DESCRIPTION
	1	PROJECT START
	2	PROJECT END
	3	PROJECT COMPLETION
	4	PROJECT CLOSURE
	5	PROJECT REVIEW
	6	PROJECT REPORT
	7	PROJECT SUMMARY
	8	PROJECT EVALUATION
	9	PROJECT IMPROVEMENT
	10	PROJECT ARCHIVE

OVERALL SITE PLAN	
SCALE	1" = 50'
DATE	03/30/17
Drawn by	M. GRIFFIN
PROJECT NUMBER	0000000000

PROJECT NO
16-093

SHEET NO

CFI.O



PROJECT NO. 16-093
SHEET NO. CF2.0



SABEN TATUM ROAD
SHUGART AREA 3A
LAND LOT 125 & 132
FULTON COUNTY, GEORGIA

REVISIONS
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FORCE MAIN
1 OF 4

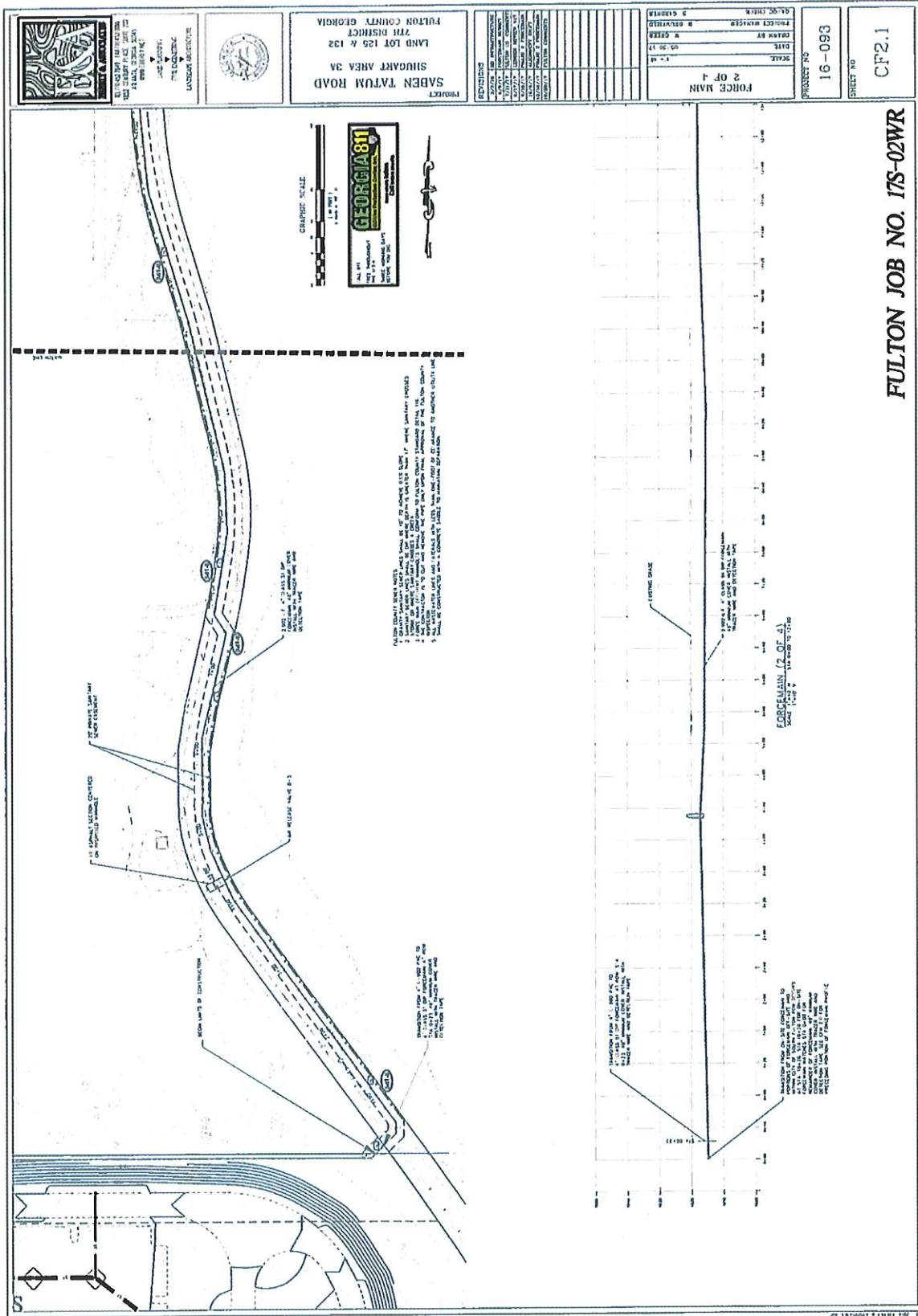
PROJECT NO. 16-093
SHEET NO. CF2.0

FULTON JOB NO. 17S-02WR

FORCE MAIN (B OF 4)
SCALE 1" = 100' H
1" = 10' V



1" = 100' H
1" = 10' V



FULTON JOB NO. 17S-02WR

CF2.1

16-093

PROJECT NO.
16-093

DATE
05-20-17

SCALE
1" = 40'

FORCE MAIN
2 OF 4

DESIGNED BY
A. G. GIBBS

CHECKED BY
B. GIBBS

APPROVED BY
C. GIBBS

DATE
05-20-17

PROJECT NO.
16-093

DATE
05-20-17

SCALE
1" = 40'

FORCE MAIN
2 OF 4

DESIGNED BY
A. G. GIBBS

CHECKED BY
B. GIBBS

APPROVED BY
C. GIBBS

DATE
05-20-17

[illegible]

EXHIBIT "B"

Williams Road 20-foot Sewer Easement (10/09/17)

All that tract or parcel of land lying and being in Land Lots 133 and 134 of the 7th District, Fulton County, Georgia, and being more particularly described as follows:

Commencing at a point located at the intersection of the Westerly right-of-way line of Williams Road (40-foot right-of-way) with the Land Lot Line common to 132 and 133; Thence along the Westerly right-of-way line of Williams Road North 37 degrees 09 minutes 33 seconds West, a distance of 2.53 feet to a point, said point being the TRUE POINT OF BEGINNING; Thence North 37 degrees 09 minutes 33 seconds West, a distance of 20.23 feet to a point; Thence North 44 degrees 08 minutes 34 seconds East, a distance of 15.74 feet to a point; Thence North 00 degrees 51 minutes 26 seconds West, a distance of 7.50 feet to a point; Thence North 37 degrees 09 minutes 33 seconds West, a distance of 31.84 feet to a point; Thence North 37 degrees 04 minutes 28 seconds West, a distance of 150.43 feet to a point; Thence North 36 degrees 45 minutes 16 seconds West, a distance of 135.45 feet to a point; Thence along a curve to the right having an arc length of 92.69 feet, with a radius of 326.15 feet, being subtended by a chord bearing of North 28 degrees 36 minutes 45 seconds West, for a distance of 92.38 feet to a point; Thence along a curve to the right having an arc length of 65.60 feet, with a radius of 191.75 feet, being subtended by a chord bearing of North 10 degrees 40 minutes 10 seconds West, for a distance of 65.28 feet to a point; Thence North 01 degrees 11 minutes 50 seconds West, a distance of 64.82 feet to a point; Thence North 07 degrees 37 minutes 48 seconds East, a distance of 53.71 feet to a point; Thence North 11 degrees 58 minutes 11 seconds East, a distance of 95.05 feet to a point; Thence North 33 degrees 01 minutes 49 seconds West, a distance of 28.47 feet to a point; Thence along a curve to the left having an arc length of 93.27 feet, with a radius of 953.19 feet, being subtended by a chord bearing of North 08 degrees 12 minutes 19 seconds East, for a distance of 93.24 feet to a point; Thence along a curve to the left having an arc length of 113.42 feet, with a radius of 335.81 feet, being subtended by a chord bearing of North 04 degrees 16 minutes 27 seconds West, for a distance of 112.89 feet to a point; Thence North 14 degrees 29 minutes 22 seconds West, a distance of 169.67 feet to a point; Thence North 17 degrees 46 minutes 40 seconds West, a distance of 108.08 feet to a point; Thence along a curve to the right having an arc length of 153.20 feet, with a radius of 671.35 feet, being subtended by a chord bearing of North 11 degrees 14 minutes 25 seconds West, for a distance of 152.87 feet to a point; Thence North 06 degrees 16 minutes 19 seconds West, a distance of 21.22 feet to a point; Thence North 00 degrees 44 minutes 18 seconds East, a distance of 102.35 feet to a point; Thence North 05 degrees 20 minutes 27 seconds East, a distance of 88.96 feet to a point; Thence along a curve to the right having an arc length of 127.94 feet, with a radius of 440.84 feet, being subtended by a chord bearing of North 13 degrees 39 minutes 18 seconds East, for a distance of 127.49 feet to a point; Thence North 20 degrees 45 minutes 56 seconds East, a distance of 74.67 feet to a point; Thence North 22 degrees 56 minutes 06 seconds East, a distance of 196.26 feet to a point; Thence North 23 degrees 18 minutes 18 seconds East, a distance of 133.01 feet to a point; Thence North 23 degrees 40 minutes 45 seconds East, a distance of 101.51 feet to a point; Thence along a curve to the left having an arc length of 97.59 feet, with a radius of 595.49 feet, being subtended by a chord bearing of North 18 degrees 59 minutes 03 seconds East, for a distance of 97.48 feet to a point; Thence along a curve

to the left having an arc length of 36.97 feet, with a radius of 148.00 feet, being subtended by a chord bearing of North 07 degrees 07 minutes 58 seconds East, for a distance of 36.87 feet to a point; Thence North 02 degrees 19 minutes 55 seconds East, a distance of 69.02 feet to a point; Thence North 05 degrees 36 minutes 03 seconds East, a distance of 35.50 feet to a point; Thence along a curve to the right having an arc length of 37.62 feet, with a radius of 461.67 feet, being subtended by a chord bearing of North 07 degrees 56 minutes 07 seconds East, for a distance of 37.61 feet to a point; Thence North 15 degrees 19 minutes 27 seconds East, a distance of 73.28 feet to a point; Thence North 17 degrees 07 minutes 08 seconds East, a distance of 96.09 feet to a point; Thence North 18 degrees 25 minutes 01 seconds East, a distance of 39.94 feet to a point; Thence North 15 degrees 59 minutes 44 seconds East, a distance of 29.25 feet to a point; Thence along a curve to the left having an arc length of 35.96 feet, with a radius of 102.20 feet, being subtended by a chord bearing of North 05 degrees 54 minutes 56 seconds East, for a distance of 35.77 feet to a point; Thence North 03 degrees 33 minutes 48 seconds West, a distance of 78.79 feet to a point; Thence North 41 degrees 26 minutes 12 seconds East, a distance of 16.63 feet to a point; Thence North 08 degrees 50 minutes 59 seconds West, a distance of 393.40 feet to a point; Thence North 67 degrees 33 minutes 26 seconds East, a distance of 112.87 feet to a point; Thence South 22 degrees 26 minutes 34 seconds East, a distance of 20.00 feet to a point; Thence South 67 degrees 33 minutes 26 seconds West, a distance of 97.13 feet to a point; Thence South 08 degrees 50 minutes 59 seconds East, a distance of 387.04 feet to a point; Thence South 41 degrees 26 minutes 12 seconds West, a distance of 17.73 feet to a point; Thence South 03 degrees 33 minutes 48 seconds East, a distance of 70.41 feet to a point; Thence along a curve to the right having an arc length of 42.89 feet, with a radius of 122.20 feet, being subtended by a chord bearing of South 05 degrees 56 minutes 28 seconds West, for a distance of 42.67 feet to a point; Thence South 15 degrees 59 minutes 44 seconds West, a distance of 29.67 feet to a point; Thence South 18 degrees 25 minutes 01 seconds West, a distance of 40.13 feet to a point; Thence South 17 degrees 07 minutes 08 seconds West, a distance of 95.55 feet to a point; Thence South 15 degrees 19 minutes 27 seconds West, a distance of 72.08 feet to a point; Thence along a curve to the left having an arc length of 35.12 feet, with a radius of 441.67 feet, being subtended by a chord bearing of South 07 degrees 52 minutes 43 seconds West, for a distance of 35.11 feet to a point; Thence South 05 degrees 36 minutes 03 seconds West, a distance of 34.93 feet to a point; Thence South 02 degrees 19 minutes 55 seconds West, a distance of 68.05 feet to a point; Thence along a curve to the right having an arc length of 41.54 feet, with a radius of 168.00 feet, being subtended by a chord bearing of South 07 degrees 12 minutes 19 seconds West, for a distance of 41.44 feet to a point; Thence along a curve to the right having an arc length of 100.87 feet, with a radius of 615.49 feet, being subtended by a chord bearing of South 18 degrees 59 minutes 03 seconds West, for a distance of 100.76 feet to a point; Thence South 23 degrees 40 minutes 45 seconds West, a distance of 101.45 feet to a point; Thence South 23 degrees 18 minutes 18 seconds West, a distance of 132.88 feet to a point; Thence South 22 degrees 56 minutes 06 seconds West, a distance of 195.82 feet to a point; Thence South 20 degrees 45 minutes 56 seconds West, a distance of 74.50 feet to a point; Thence along a curve to the left having an arc length of 122.34 feet, with a radius of 420.84 feet, being subtended by a chord bearing of South 13 degrees 40 minutes 09 seconds West, for a distance of 121.91 feet to a point; Thence South 05 degrees 20 minutes 27 seconds West, a distance of 88.16 feet to a point; Thence South 00 degrees 44 minutes 18 seconds West, a distance of 100.32 feet to a point; Thence South 06 degrees 16 minutes 19 seconds East, a distance of 20.27 feet to a point; Thence along a curve to the left

having an arc length of 148.91 feet, with a radius of 651.35 feet, being subtended by a chord bearing of South 11 degrees 13 minutes 42 seconds East, for a distance of 148.58 feet to a point; Thence South 17 degrees 46 minutes 40 seconds East, a distance of 108.66 feet to a point; Thence South 14 degrees 29 minutes 22 seconds East, a distance of 170.33 feet to a point; Thence along a curve to the right having an arc length of 120.27 feet, with a radius of 355.81 feet, being subtended by a chord bearing of South 04 degrees 16 minutes 55 seconds East, for a distance of 119.70 feet to a point; Thence along a curve to the right having an arc length of 87.11 feet, with a radius of 973.19 feet, being subtended by a chord bearing of South 07 degrees 57 minutes 58 seconds West, for a distance of 87.08 feet to a point; Thence South 33 degrees 01 minutes 49 seconds East, a distance of 28.71 feet to a point; Thence along a curve to the right having an arc length of 4.15 feet, with a radius of 993.19 feet, being subtended by a chord bearing of South 11 degrees 51 minutes 00 seconds West, for a distance of 4.15 feet to a point; Thence South 11 degrees 58 minutes 11 seconds West, a distance of 98.44 feet to a point; Thence South 07 degrees 37 minutes 48 seconds West, a distance of 51.41 feet to a point; Thence South 01 degrees 11 minutes 50 seconds East, a distance of 63.34 feet to a point; Thence along a curve to the left having an arc length of 58.82 feet, with a radius of 171.75 feet, being subtended by a chord bearing of South 10 degrees 39 minutes 36 seconds East, for a distance of 58.53 feet to a point; Thence along a curve to the left having an arc length of 87.01 feet, with a radius of 306.15 feet, being subtended by a chord bearing of South 28 degrees 36 minutes 45 seconds East, for a distance of 86.72 feet to a point; Thence South 36 degrees 45 minutes 16 seconds East, a distance of 135.40 feet to a point; Thence South 37 degrees 04 minutes 28 seconds East, a distance of 150.36 feet to a point; Thence South 37 degrees 09 minutes 33 seconds East, a distance of 38.38 feet to a point; Thence South 00 degrees 51 minutes 26 seconds East, a distance of 22.34 feet to a point; Thence South 44 degrees 08 minutes 34 seconds West, a distance of 27.08 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said easement area contains 1.549 Acres.

EXHIBT "B-1" (Easement Location Map)



97444.1 171733-000001